

UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

IN RE:

Jackie Dean Church 251-94-3734
Dora Turner Church 251-98-9649
205 Lewis Drive
Wellford SC 29385

DEBTORS

CASE NO: 00-04785-W
CHAPTER: 13

NOTICE

HB AT
FILED
01 MAR 20 PM 4:35
CLERK OF COURT
DISTRICT OF SOUTH CAROLINA

TO: All Creditors and Parties in Interest

NOTICE AND APPLICATION FOR SALE OF PROPERTY FREE AND CLEAR OF LIENS

YOU ARE HEREBY NOTIFIED that the debtors are applying for approval to sell the property of the debtors' estate described below free and clear of all liens and encumbrances according to the terms and conditions stated below.

TAKE FURTHER NOTICE that any response, return and/or objection to this application, should be filed with the Clerk of the Bankruptcy Court no later than 20 days from service of motion/application and a copy simultaneously served on all parties of interest.

TAKE FURTHER NOTICE that no hearing will be held on this application unless a response, return and/or objection is timely filed and served, in which case the Court will conduct a hearing on **May 3, 2001, at 9:30 a.m.**, at the Donald Stuart Federal Courthouse, 201 Magnolia Street, Spartanburg, South Carolina. No further notice of this hearing will be given.

TYPE OF SALE: **PRIVATE SALE**

PROPERTY TO BE SOLD: **House and lot located at 106 Albert Street, Greer, South Carolina**

PRICE: **\$ 35,000**

APPRAISAL VALUE: **Debtors' opinion \$40,000**

BUYER: **Kay c. Brank
144 Maple Drive
Greer SC 29651**

PLACE AND TIME OF SALE: **Debtors' Attorney's Office
As soon as Court Approves Sale**

SALES AGENT/AUCTIONEER/BROKER: **NONE**

COMPENSATION TO SALES AGENT/AUCTIONEER/BROKER/ETC.: **\$500 to Robert H. Cooper at closing for
Legal fees handling this matter.**

ESTIMATED TRUSTEE'S COMMISSION ON SALE: **\$ N/A**

LIENS/MORTGAGES/SECURITY INTERESTS ENCUMBERING PROPERTY:

**EQUICREDIT
PO BOX 44133
JACKSONVILLE FL 32231-4133**

**Debtors' Estimate of Lien: \$28,000; however whatever the
payoff amount, this creditor will be paid in full upon sale.
This creditor did not file a proof of claim regarding arrearage.**

**AMERICAN GENERAL FINANCE
46 LIBERTY LANE
GREENVILLE SC 29607-2315**

**Debtor's Estimate of Lien: \$9500; however, whatever the payoff
amount, this creditor will be paid in full upon sale.
This creditor did not file a proof of claim regarding arrearage.**

19/18

DEBTOR'S EXEMPTION: **\$ NONE**

PROCEEDS ESTIMATED TO BE PAID TO ESTATE: **\$ 0.00**

Applicant is informed and believes that it would be in the best interest of the estate to sell said property by private sale. Applicant also believes that the benefit of relieving the estate of the burden of debt regarding said property from the sale of said property justify its sale and the filing of this application. Additionally, the sale benefits the estate, because if the Debtors simply surrenders the collateral to the creditor there will most likely be a deficiency claim against the estate.

The court may consider additional offers at any hearing held on an objection to the sale. The court may order at the hearing that the property be sold to another party on equivalent or more favorable terms.

The trustee or debtor in possession, as applicable, may seek sanctions or other similar relief against any party filing a spurious objection to this notice.

WHEREFORE, applicant requests the court issue an order authorizing sale of said property and such other and further relief as may be proper.

Date: March 15, 2001
Greenville, South Carolina.



Robert H. Cooper, Dist. Ct. ID #5670

THE COOPER LAW FIRM

Attorneys for the Debtors

2320 East North St., Suite B

Greenville, South Carolina 29607

(864) 271-9911

A120-10
R120-04

AGREEMENT TO SELL REAL ESTATE

JACKIE D. CHURCH, of
205 LEWIS DR. WELLFORD S.C. 29385 as Seller, and
KAY C. BRANK, of
144 MAPLE DR. GREER S.C. 29657 as Buyer, hereby agree that
the Seller shall sell and the Buyer shall buy the following described property UPON THE TERMS AND CONDI-
TIONS HEREINAFTER SET FORTH, which shall include the STANDARDS FOR REAL ESTATE TRANSAC-
TIONS set forth within this contract.

1. LEGAL DESCRIPTION of real estate located in 106 ALBERT ST GREER SC
29657 GREENVILLE County, State of SC:

2. PURCHASE PRICE 35,000.00 Dollars. Method of Payment: _____
(a) Deposit to be held in trust by _____ \$ _____
(b) Approximate principal balance of first mortgage to which conveyance shall be
subject, if any. Mortgage holder: _____ \$ _____
Interest _____ % per annum: Method of payment _____ \$ _____
(c) Other: _____ \$ _____
(d) Cash, certified or local cashier's check on closing and delivery of deed (or such
greater or lesser amount as may be necessary to complete payment of purchase
price after credits, adjustments and prorations). \$ _____

3. PRORATIONS: Taxes, insurance, interest, rents and other expenses and revenue of said property shall be pro-
rated as of the date of closing.

4. RESTRICTIONS, EASEMENTS, LIMITATIONS: Buyer shall take title subject to: (a) Zoning, restrictions,
prohibitions and requirements imposed by governmental authority, (b) Restrictions and matters appearing on the plat
or common to the subdivision, (c) Public utility easements of record, provided said easements are located on the side
or rear lines of the property, (d) Taxes for year of closing, assumed mortgages, and purchase money mortgages, if
any, (e) Other: _____

_____. Seller warrants that there shall be no violations of build-
ing or zoning codes at the time of closing.

5. DEFAULT BY BUYER: If Buyer fails to perform any of the covenants of this contract, all money paid pursuant
to this contract by Buyer as aforesaid shall be retained by or for the account of the Seller as consideration for the exe-
cution of this contract and as agreed liquidated damages and in full settlement of any claims for damages.

6. DEFAULT BY SELLER: If the Seller fails to perform any of the covenants of this contract, the aforesaid money
paid by the Buyer, at the option of the Buyer, shall be returned to the Buyer on demand; or the Buyer shall have only
the right of specific performance.

7. TERMITE INSPECTION: At least 15 days before closing, Buyer, at Buyer's expense, shall have the right to
obtain a written report from a licensed exterminator stating that there is no evidence of live termite or other wood-
boring insect infestation on said property nor substantial damage from prior infestation on said property. If there is
such evidence, Seller shall pay up to three (3%) percent of the purchase price for the treatment required to remedy
such infestation, including repairing and replacing portions of said improvements which have been damaged; but if
the costs for such treatment or repairs exceed three (3%) percent of the purchase price, Buyer may elect to pay such
excess. If Buyer elects not to pay, Seller may pay the excess or cancel the contract.

8. ROOF INSPECTION: At least 15 days before closing, Buyer, at Buyer's expense, shall have the right to obtain
a written report from a licensed roofer stating that the roof is in a watertight condition. In the event repairs are
required either to correct leaks or to replace damage to fascia or soffit, Seller shall pay up to three (3%) percent of the
purchase price for said repairs which shall be performed by a licensed roofing contractor; but if the costs for such
repairs exceed three (3%) percent of the purchase price, Buyer may elect to pay such excess. If Buyer elects not to
pay, Seller may pay the excess or cancel the contract.

9. OTHER INSPECTIONS: At least 15 days before closing, Buyer or his agent may inspect all appliances, air con-
ditioning and heating systems, electrical systems, plumbing, machinery, sprinklers and pool system included in the
sale. Seller shall pay for repairs necessary to place such items in working order at the time of closing. Within 48
hours before closing, Buyer shall be entitled, upon reasonable notice to Seller, to inspect the premises to determine
that said items are in working order. All items of personal property included in the sale shall be transferred by Bill
of Sale with warranty of title.



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10. LEASES: Seller, not less than 15 days before closing, shall furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying the nature and duration of the tenant's occupancy, rental rates and advanced rent and security deposits paid by tenant. If Seller is unable to obtain such letters from tenants, Seller shall furnish the same information to Buyer within said time period in the form of a seller's affidavit, and Buyer may contact tenants thereafter to confirm such information. At closing, seller shall deliver and assign all original leases to Buyer.

11. MECHANICS LIENS: Seller shall furnish to Buyer an affidavit that there have been no improvements to the subject property for 90 days immediately preceding the date of closing, and no financing statements, claims of lien or potential lienors known to Seller. If the property has been improved within that time, Seller shall deliver releases or waivers of all mechanics liens as executed by general contractors, subcontractors, suppliers and materialmen, in addition to the seller's lien affidavit, setting forth the names of all general contractors, subcontractors, suppliers and materialmen and reciting that all bills for work to the subject property which could serve as basis for mechanics liens have been paid or will be paid at closing time.

12. PLACE OF CLOSING: Closing shall be held at the office of the Seller's attorney or as otherwise agreed upon

13. TIME IS OF THE ESSENCE: Time is of the essence of this Sale and Purchase Agreement.

14. DOCUMENTS FOR CLOSING: Seller's attorney shall prepare deed, note, mortgage, Seller's affidavit, any corrective instruments required for perfecting the title, and closing statement and submit copies of same to Buyer's attorney, and copy of closing statement to the broker, at least two days prior to scheduled closing date.

15. EXPENSES: State documentary stamps required on the instrument of conveyance and the cost of recording any corrective instruments shall be paid by the Seller. Documentary stamps to be affixed to the note secured by the purchase money mortgage, intangible tax on the mortgage, and the cost of recording the deed and purchasing money mortgage shall be paid by the Buyer.

16. INSURANCE: If insurance is to be prorated, the Seller shall on or before the closing date, furnish to Buyer all insurance policies or copies thereof.

17. RISK OF LOSS: If the improvements are damaged by fire or casualty before delivery of the deed and can be restored to substantially the same condition as now within a period of 60 days thereafter, Seller shall so restore the improvements and the closing date and date of delivery of possession hereinbefore provided shall be extended accordingly. If Seller fails to do so, the Buyer shall have the option of (1) taking the property as is, together with insurance proceeds, if any, or (2) cancelling the contract, and all deposits shall be forthwith returned to the Buyer and all parties shall be released of any and all obligations and liability.

18. MAINTENANCE: Between the date of the contract and the date of closing, the property, including lawn, shrubbery and pool, if any, shall be maintained by the Seller in the condition as it existed as of the date of the contract, ordinary wear and tear excepted.

19. CLOSING DATE: This contract shall be closed and the deed and possession shall be delivered on or before the _____ day of _____, _____ (year), unless extended by other provisions of this contract.

20. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions inserted in this form shall control all printed provisions in conflict therewith.

21. OTHER AGREEMENTS: No agreements or representations, unless incorporated in this contract, shall be binding upon any of the parties.

22. RADON GAS DISCLOSURE. As required by law, (Landlord) (Seller) makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in _____. Additional information regarding radon and radon testing may be obtained from your county public health unit.

23. LEAD PAINT DISCLOSURE. "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real estate is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

24. SPECIAL CLAUSES:

COMMISSION TO BROKER: The Seller hereby recognizes _____ as the Broker in this transaction, and agrees to pay as commission _____ % of the gross sales price, the sum of _____ Dollars (\$ _____) or one-half of the deposit in case same is forfeited by the Buyer through failure to perform, as compensation for services rendered, provided same does not exceed the full amount of the commission.

WITNESSED BY:

Witness _____ Date _____

Witness _____ Date _____

Buyer 3-12-01
Date

Seller 3-12-01
Date